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DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

Prepared by:

Michael A. Boyd
600 Travis, Suite 4200
Houston, TX 77002
Telephone: (713) 220-3920

Rod Clement (MS Bar No. 6294)
188 E. Capitol Street, Suite 400
Jackson, MS 39201
Telephone: (601) 592-9944

After recording return to:

gm
Return To: First American Title Insurance Company
2001 Airport Road, Suite 301
Flowood, MS 39232
Attn: Melissa Holyfield
(601) 366-1222

Indexing instructions: NW 1/4 of Section 19, Township 1 South, Range 5 West, De Soto
County, Mississippi

MODIFICATION AGREEMENT

THE STATE OF MISSISSIPPI	§	
	§	KNOW ALL PERSON BY THESE PRESENTS:
COUNTY OF DESOTO	§	

MODIFICATION AGREEMENT**Introduction****Modification Date:** December 23, 2011**Note****Date:** November 21, 2011**Original Amount:** Seven Million One Hundred Thirty-five Thousand and No/100 Dollars (\$7,135,000.00)**Borrower:** CROSSROADS DISTRIBUTION CENTER BUILDING C, LLC, a Delaware limited liability company**Payee:** JPMORGAN CHASE BANK, N.A.**Current Outstanding Principal Balance:** \$5,529,576.25**Date of Maturity:** November 21, 2013**Holder of Note and Lien ("Holder"):** JPMORGAN CHASE BANK**Holder's Mailing Address:** JPMorgan Chase Bank, N.A.
712 W. Main Street, 6th Floor
Houston, Texas 77002
Attention: Laurie Funk**Borrower's Mailing Address:** Crossroads Distribution Center Building C, LLC
c/o Industrial Developments International, Inc.
Eleven Hundred Peachtree
1100 Peachtree Street, Suite 1100
Atlanta, GA 30309
Attention: Tom Mayfield**Deed of Trust:**

Construction Loan Deed of Trust, Security Agreement and Fixture Filing (Securing Present and Future Advances) dated November 21, 2011, recorded in Volume [3372], Pages [139] et seq., of the Official Public Records of DeSoto County, Mississippi (the "Deed of Trust"), securing the payment of one certain promissory note of even date therewith in the principal amount of Seven Million One Hundred Thirty-five Thousand and No/100 Dollars (\$7,135,000;00), payable to the order of JPMorgan Chase Bank, N.A., as therein provided.

Property:

See Exhibit "A" attached hereto and incorporated herein.

Loan Documents:

1. Promissory Note dated November 21, 2011, in the original principal sum of \$7,135,000.00, executed by Borrower, bearing interest and payable to the order of JPMorgan Chase Bank, N.A., as therein specified;
2. The Deed of Trust;
3. UCC-1 filed in the office of the Secretary of State of Delaware on November 22, 2011, under File No. 20114480599;
4. Construction Loan and Security Agreement dated November 21, 2011, executed by Borrower, and JPMorgan Chase Bank, N.A., as Lender (the "Construction Loan Agreement");
5. This Modification Agreement;
6. Assignment of Leases and Rents dated November 21, 2011 executed by Borrower, as Assignor, to Holder, as Assignee (the "Assignment");
7. Environmental Indemnity Agreement (the "Environmental Indemnity Agreement") dated November 21, 2011 executed by Borrower and Industrial Developments International, Inc., a Delaware corporation ("IDI"), as Indemnitors, to Holder;
8. Closing Affidavit executed by Borrower to Holder;
9. Repayment Guaranty dated November 21, 2011 executed by IDI, as Guarantor;
10. Completion Guaranty Agreement dated November 21, 2011 executed by IDI, as Guarantor;
11. Consent and Agreement of Contractor executed by Kajima Building and Design Group, Inc., as Contractor for Borrower, to Holder;
12. Consent and Agreement of Architect executed by Macgregor Associates Architects, Inc., as Architect for Borrower, to Holder;
13. Consent and Agreement of Engineer executed by Goodwin and Marshall, Inc., as Architect for Borrower, to Holder;
14. Assignment and Subordination of Property Management and Leasing Agreement executed by IDI Services Group, LLC and Borrower to Holder;
- A. Engineer's Initial Certification Regarding Plans and Specifications and Legal Requirements;

15. Notice of Final Agreement

16. Notice of Borrowing and all other documents executed in connection with, guaranteeing or securing the indebtedness evidenced by the Note, as such documents may have been renewed or modified, are referred to collectively as the "Loan Documents".

Agreement

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, Borrower and Holder agree as follows:

A. **Recitals True.** The facts set forth above are true and correct and incorporated into this Agreement. As a condition to Holder's agreement to fund the loan evidenced by the Note, which will be advanced in installments as described in the Construction Loan Agreement, subject to the terms of the Construction Loan Agreement, Holder has required of Borrower, and Borrower has agreed, to make certain modifications to certain of the Loan Documents, to execute certain of the Loan Documents of even date herewith, and to make the representations, warranties and covenants hereinafter set forth.

B. **Modification of Construction Loan Agreement.** The Construction Loan Agreement is hereby modified as follows:

1. The following definitions are hereby added to Section 1.01 of the Construction Loan Agreement:

"**Individual Loan**" means the Loan or the Salt Lake Loan, as applicable.

"**Individual Property**" means the Trust Property (as defined in the Deed of Trust) or the Salt Lake Property, as applicable.

"**Initial Equity Balances**" has the meaning set forth in Section 5.06 hereof.

"**Overhead Fee**" means the Developer OH/Fee described in the Budget.

"**Principal Payment Amount**" has the meaning set forth in Section 5.06 hereof.

"**Project Affiliate Property**" means collectively, the Trust Property (as defined in the Deed of Trust) and the Salt Lake Property.

"**Release**" has the meaning set forth in Section 5.06 hereof.

"**Release Price**" has the meaning set forth in Section 5.06 hereof.

"**Released Property**" has the meaning set forth in Section 5.06 hereof.

"**Salt Lake Borrower**" means Landmark at Salt Lake City Building IV, LLC, a Delaware limited liability company.

"Salt Lake Deed of Trust" means that certain Construction Loan Deed of Trust, Security Agreement and Fixture Filing (Securing Present and Future Advances) dated as of December __, 2011 executed by Salt Lake Borrower in favor of First American Title Insurance Company, National Commercial Services, 560 South 300 East, Salt Lake City, UT 84111, Attention: Gregory M. Holbrook, Trustee, for the benefit of Payee, as amended from time to time, which Salt Lake Deed of Trust shall secure (i) the Salt Lake Loan and any and all amounts owed and outstanding under the Salt Lake Loan Documents and (ii) the Loan and any and all amounts owed and outstanding under the Loan Documents.

"Salt Lake Loan" means that certain loan in the principal amount of up to Seven Million One Hundred Thirty-Five Thousand and No/100 Dollars (\$7,135,000.00), as evidenced by the Salt Lake Loan Agreement and the other Salt Lake Loan Documents.

"Salt Lake Loan Agreement" means that certain Construction Loan and Security Agreement dated as of December __, 2011, by and among Lender, as lender and Salt Lake Borrower, as borrower, evidencing and securing the Salt Lake Loan.

"Salt Lake Loan Documents" means the Salt Lake Loan Agreement and the other documents contemplated by the Salt Lake Loan Agreement and evidencing and securing the Salt Lake Loan.

"Salt Lake Property" means the Trust Property (as such term is defined in the Salt Lake Deed of Trust)."

2. The definition of "Deed of Trust" in Section 1.01 of the Construction Loan Agreement is hereby superceded and replaced with the following:

"Deed of Trust" means the Construction Loan Deed of Trust, Security Agreement and Fixture Filing (Securing Present and Future Advances) of even date herewith executed by Borrower in favor of Jacqueline P. Yardley, Trustee, for the benefit of Lender, as amended from time to time, which Deed of Trust shall secure (i) the Loan and any and all amounts owed and outstanding under the Loan Documents and (ii) the Salt Lake Loan and any and all amounts owed and outstanding under the Salt Lake Loan Documents."

3. Section 2.10 of the Construction Loan Agreement is hereby superceded and replaced with the following:

"Soft Costs. Advances for Soft Costs shall be limited to amounts then due under the applicable contract or otherwise then due and payable, on the basis of invoices, statements or other evidence thereof acceptable to Lender. Advances for fees payable under the Property Management and Leasing Agreement shall be limited to amounts then due thereunder, without giving effect to any amendments or modifications thereto which have not been approved by Lender. Advances for

the Overhead Fee shall be made in installments pro rata based on the percentage of completion (as identified in the applicable Draw Package)."

4. The following Section 5.06 is hereby created and inserted into the Construction Loan Agreement following Section 5.05 of the Construction Loan Agreement:

"5.06 Partial Release. Upon not less than sixty (60) days prior written notice from Borrower, Lender shall release (a "Release") a Project Affiliate Property (the "Released Property") from the lien of the Loan Documents, upon the satisfaction (as determined by Lender in its sole discretion) of all of the following terms and conditions:

(a) At the time of the request and the time of the proposed Release, there shall be no default under the Loan Documents, and there shall exist no condition or state of facts which with the passage of time or the giving of notice or both, would constitute a default under the Loan Documents;

(b) For each Released Property, at the time of the proposed Release, the Affiliate of Borrower that owns the Released Property shall have paid to Lender the "Release Price", which shall be equal to (i) 100% of the then unpaid principal balance of the Individual Loan applicable to the Released Property (such amount shall herein be called the "Principal Payment Amount") plus (ii) any breakage fees with respect to Individual Loan applicable to the Released Property plus (iii) all accrued interest with respect to the Individual Loan applicable to the Released Property and all accrued and unpaid charges with respect to such Individual Loan;

(c) The Principal Payment Amount shall be applied to pay in full the principal balance due with respect to the Individual Loan applicable to the Released Property;

(d) Lender shall have determined that following the Release, the Debt Service Coverage Ratio, calculated with respect to the remaining Project Affiliate Property (excluding the Released Property) shall be at least equal to 1.25 to 1.00. In the event the Debt Service Coverage Ratio of the remaining Project Affiliate Property (excluding the Released Property) is less than 1.25 to 1.00, the Affiliate of Borrower that owns the Released Property shall be required to prepay a portion of the principal balance of this Loan in an amount equal to: (i) the Initial Equity Amount of the Individual Loan applicable to the Released Property, multiplied by (ii) the percentage that the Initial Equity Balance of this Loan bears to the aggregate amount of the Initial Equity Balances of all of the other Individual Loans (other than the Individual Loan applicable to the Released Property). For purposes of illustration only, if (1) the Debt Service Coverage Ratio of 1.25 to 1.00 is not achieved, (2) the Initial Equity Balance of the Individual Loan applicable to the Released Property is \$4,000,000, (3) the Initial Equity Balance of this Loan is \$6,000,000, and (4) the aggregate amount of the Initial Equity Balances of all of the other Individual Loans (other than the Individual Loan applicable to the Released Property) is \$15,000,000, then Borrower would be

required to prepay a portion of the principal balance of this Loan in the amount of \$1,600,000;

(e) Whether or not the Release actually closes, Borrower shall pay to Lender all escrow, closing and recording charges and taxes incurred by Lender, including, but not limited to, the cost of preparing and delivering releases, any reconveyance documentation and modifications of the Loan Documents, including legal fees and costs, the cost of any title insurance endorsements that Lender may require, any expenses incurred by Lender in connection with the Release, and any sums then due and payable under the Loan Documents;

(f) Such other terms and conditions as Lender shall reasonably require.

(g) The term "Initial Equity Balances" shall mean the following initial equity balances for each Individual Property: (i) this Loan, \$1,784,094.00 and (ii) the Salt Lake Loan, \$3,311,132.00; provided, however, such initial equity balances shall be increased on a proportionate basis with respect to each Release of an Individual Property by the amount of any prepayments of principal under each Individual Loan that is required to be made by Borrower and/or Borrower's Affiliates pursuant to Section 5.06(d) above in connection with the Release of an Individual Property."

5. Section 8.01(g)(i) of the Construction Loan Agreement is hereby superceded and replaced with the following:

"(i) Mortgaged Property. Except as provided in Section 5.06 above, the sale, lease (except as permitted under this Agreement), exchange, conveyance, transfer, mortgage, assignment, pledge or encumbrance, either voluntarily or involuntarily, or the agreement to do so, of any right, title or interest of Borrower in and to the Mortgaged Property or any material portion thereof, which occurrence is not rendered ineffective within ten (10) days after occurrence; provided, however, that Borrower shall be permitted to replace defective, obsolete or worn out personal property, and Borrower shall be permitted to grant and/or record Permitted Encumbrances;"

6. Section 8.01(g)(ii) of the Construction Loan Agreement is hereby superceded and replaced with the following:

"(ii) Borrower. Except as provided in Section 5.06 above, the sale, exchange, conveyance, transfer, mortgage, assignment, pledge or encumbrance, either voluntarily or involuntarily, or the agreement to do so, of any direct or indirect ownership interest in Borrower or any portion thereof which results in Borrower no longer being a wholly-owned subsidiary of Guarantor; or any change (whether voluntary or involuntary) in the management or control of Borrower such that two (2) or more of the following individuals are no longer (a) officers of Guarantor or (b) materially involved in the day-to-day management of the Borrower: (1)

Timothy Gunter, (2) David Birdwell; (3) Linda Booker, or (4) M. Thomas Mayfield.”

7. The period at the end of the sentence in Section 8.01(y) of the Construction Loan Agreement is hereby superceded and replaced with a “; or”.

8. The following Section 8.01(z) is hereby created and inserted into the Construction Loan Agreement following Section 8.01(y) of the Construction Loan Agreement:

“(z) Salt Lake Loan Default. Salt Lake Borrower shall be in default under any of the Salt Lake Loan Documents beyond any period set forth therein for the cure of such default.”

9. Except as set forth above, all other terms of the Construction Loan Agreement continue in effect as set forth in the Construction Loan Agreement.

C. **Modification of Deed of Trust**. The Deed of Trust is hereby modified as follows:

1. The term “Loan Document” or “Loan Documents”, as applicable, in Sections 2.1.f, 2.1.g, 4.1.t, 5.1, 5.3, 6.2(b), 10.6 and 10.23 of the Deed of Trust is hereby replaced with the term “Crossroads Loan Document” or “Crossroads Loan Documents”, respectively.

2. Sections 2.2 and 2.3 of the Deed of Trust are hereby modified to be described as Sections 2.3 and 2.4 of the Deed of Trust, respectively. All references to such Sections in the Deed of Trust are hereby modified accordingly. The following Section 2.2 is hereby created and inserted into the Deed of Trust following Section 2.1 of the Deed of Trust:

“2.2 Conveyance in Trust to Secure Additional Designated Obligations. In addition to the foregoing, this conveyance to the Trustee is in trust to secure all of the following present and future debt and obligations:

2.2.a Salt Lake Note. All indebtedness now or hereafter evidenced and to be evidenced by the Promissory Note issued by Landmark at Salt Lake City Building IV, LLC, a Delaware limited liability company (“Salt Lake Borrower”) to Beneficiary (the “Original Salt Lake Note”), dated December __, 2011 pursuant to the hereinafter defined Salt Lake Loan Agreement in the original face amount of Seven Million One Hundred Thirty-Five Thousand and No/100 Dollars (\$7,135,000.00), bearing interest at the variable rate or rates therein stated, with principal and interest payable to the order of Beneficiary on the dates therein stated, with final payment due on the __ day of December, 2014 (subject to extension in accordance with the terms of the Salt Lake Loan Agreement), together with any and all past, concurrent or future modifications, extensions, renewals, rearrangements, replacements and increases of the Original Salt Lake Note (the Original Salt Lake Note and all such past, concurrent or future modifications, extensions, renewals, rearrangements, replacements and increases are hereinafter singularly and collectively referred to

as the "Salt Lake Note"; the Salt Lake Note, together with the Note, collectively the "Project Notes").

2.2.b Salt Lake Loan Agreement. All obligations and indebtedness of Salt Lake Borrower now or hereafter created or incurred under the Construction Loan and Security Agreement of even date with the Original Salt Lake Note by and among Salt Lake Borrower and Beneficiary, as the same may be amended, supplemented, restated or replaced from time to time (collectively, the "Salt Lake Loan Agreement"). Under the Salt Lake Loan Agreement, advances consist of an initial advance (which is being made by Beneficiary in connection with the recordation of this Deed of Trust) and a series of subsequent advances (which will be made by Beneficiary from time to time after the date hereof). Such initial advance and all of such subsequent advances are secured by this Deed of Trust.

2.2.c Obligations under Loan Documents. All present and future debts and obligations of Salt Lake Borrower under or pursuant to (1) the Salt Lake Note, the Salt Lake Loan Agreement, that certain Construction Loan Deed of Trust, Security Agreement and Fixture Filing (Securing Present and Future Advances) from Salt Lake to Beneficiary of even date with the Original Salt Lake Note, this Deed of Trust and any and all other papers and documents (collectively, the "Salt Lake Loan Documents"; together with the Crossroads Loan Documents, collectively the "Loan Documents") now or in the future governing, evidencing, guaranteeing or securing or otherwise relating to payment of all or any part of the debt evidenced by the Salt Lake Note, but excluding that certain Environmental Indemnity Agreement from Salt Lake to Beneficiary of even date with the Original Salt Lake Note, and (2) all supplements, amendments, restatements, renewals, extensions, rearrangements, increases, expansions or replacements of them."

3. The first two sentences of Section 2.3 of the Deed of Trust (formerly Section 2.2 of the Deed of Trust) are superceded and replaced with the following:

"The term "Debt" means and includes the Project Notes and all other debt and obligations described or referred to in Sections 2.1 and 2.2. The Debt includes interest and other obligations accruing or arising after commencement of any case under any bankruptcy or similar laws by or against Grantor, Salt Lake Borrower (the foregoing, collectively the "Project Grantors") or any other person or entity now or hereafter primarily or secondarily obligated to pay all or any part of the Debt (Project Grantors and each such other person or entity being herein called an "Obligor")."

4. The first sentence of Section 2.4 of the Deed of Trust (formerly Section 2.3 of the Deed of Trust) is superceded and replaced with the following:

"Under the terms of the Loan Agreement and the Salt Lake Loan Agreement, it is contemplated that in the future Beneficiary shall make one or more advances of Loan Proceeds to be evidenced by the Note or the Salt Lake Note, as applicable."

5. The term "Note" in the first sentence of Article 5 of the Deed of Trust is hereby replaced with the term "Project Notes".

6. Section 6.1 of the Deed of Trust is hereby superceded and replaced with the following:

"Section 6.1 Release for Full Payment and Performance; Execution of Reconveyance by Trustee. Subject to the terms and conditions of Section 5.06 of the Loan Agreement and the automatic reinstatement provisions of Section 10.20 below, this Deed of Trust shall terminate and be of no further force or effect (and shall be released on Trustor's written request and at Trustor's cost and expense) upon full payment of the Debt, complete performance of all of the obligations of the Obligors under the Loan Documents and final termination of Beneficiary's obligations, if any, to make any further advances under the Note."

7. Except as set forth above, all other terms of the Deed of Trust continue in effect as set forth in the Deed of Trust.

D. **Modification of Assignment.** The Assignment is hereby modified as follows:

1. The second to last paragraph of Section 1 of the Assignment is superceded and replaced with the following:

"This Assignment is intended by Assignor and Lender to create and shall be construed to create a present, unconditional and absolute assignment to Lender of all of Assignor's right, title and interest in all such rents, income and profits and in the Leases and shall not be deemed to create a security interest therein for the payment of any indebtedness or the performance of any obligations of Assignor under the Deed of Trust, and other instruments and agreements given to secure the Note and other Project Loan Documents (as such term is hereinafter defined; the foregoing collectively being referred to herein as the "Security Documents"). Assignor and Lender further agree that, during the term of this Assignment, all such rents, income and profits shall not constitute property of Assignor (or of any estate of Assignor) within the meaning of 11 U.S.C. 541, as amended from time to time. By its acceptance of this Assignment and so long as a Default shall not have occurred and be continuing under the Project Loan Documents, Lender hereby grants to Assignor a revocable license to enforce the Leases and to collect all such rents, income and profits."

2. The following Sections 2.6, 2.7, 2.8 and 2.9 are hereby created and inserted into the Assignment following Section 2.5 of the Assignment:

"2.6 The payment of the principal sum, interest at variable rates, charges and indebtedness evidenced by: (i) the Promissory Note dated as of December ___, 2011 which was issued by Landmark at Salt Lake City Building VI, LLC, a

Delaware limited liability company ("Salt Lake Borrower") to Lender (the "Salt Lake Closing Note") in the original face amount of Seven Million One Hundred Thirty-Five Thousand and No/100 Dollars (\$7,135,000.00) pursuant to that certain Construction Loan and Security Agreement dated of even date with the Salt Lake Closing Note by and between Salt Lake Borrower and Lender (as the same may be amended from time to time, the "Salt Lake Loan Agreement"), (ii) any "Substitute Note(s)" delivered to Lender pursuant to the Salt Lake Loan Agreement and (iii) any and all past, concurrent or future modifications, extensions, renewals, rearrangements, replacements and increases of the Salt Lake Closing Note or any such Substitute Note(s); (the Salt Lake Closing Note, any such Substitute Note(s) and any and all such past, concurrent or future modifications, extensions, renewals, rearrangements, replacements and increases are hereinafter singly and collectively referred to as the "Salt Lake Note"; the Salt Lake Note, together with the Note, collectively the "Project Notes");

2.7 The payment, performance, discharge and satisfaction of each covenant, warranty, representation, undertaking and condition to be paid, performed, satisfied and complied with by Salt Lake Borrower under and pursuant to this Assignment or the Salt Lake Loan Agreement and also by Salt Lake Borrower under and pursuant to each of the other Loan Documents (as such term is defined in the Salt Lake Loan Agreement, the "Salt Lake Loan Documents"; the Salt Lake Loan Documents together with the Loan Documents are collectively referred to herein as the "Project Loan Documents"; provided however that the Salt Lake Loan Documents and the Project Loan Documents shall specifically exclude the "Environmental Indemnity Agreement", as such term is defined in the Salt Lake Loan Agreement) referred to in, or executed in connection with, the Salt Lake Loan Agreement;

2.8 The payment of all costs, expenses, legal fees and liabilities incurred by Lender in connection with the enforcement of any of Lender's rights or remedies under this Assignment, the other Salt Lake Loan Documents (but excluding the "Environmental Indemnity Agreement", as such term is defined in the Salt Lake Loan Agreement), or any other instrument, agreement or document which evidences or secures any other Obligations (as such term is defined in the Salt Lake Loan Agreement) or collateral therefor, whether now in effect or hereafter executed; and

2.9 The payment, performance, discharge and satisfaction of all other liabilities and obligations of Salt Lake Borrower to Lender, whether now existing or hereafter arising, direct or indirect, absolute or contingent under any of the Salt Lake Loan Documents (but excluding the "Environmental Indemnity Agreement", as such term is defined in the Salt Lake Loan Agreement) and each amendment, extension, modification, replacement or recasting of any one or more of the instruments, agreements and documents referred to herein or therein or executed in connection with the transactions contemplated hereby or thereby."

3. The term "Loan Documents" in Sections 5.1, 5.2, 5.4, 5.9 and 5.13 of the Assignment is hereby replaced with the term "Project Loan Documents".

4. The term "Note" in Section 5.16 is hereby replaced with the term "Project Notes".

5. Section 5.17 of the Assignment is superceded and replaced with the following:

"Maturity Date. For purposes of Miss. Code Ann. Section 89-5-19, the final maturity date of this Assignment is November 21, 2013."

6. Except as set forth above, all other terms of the Assignment continue in effect as set forth in the Assignment.

E. **Modification of Environmental Indemnity Agreement.** The Environmental Indemnity Agreement is hereby modified as follows:

1. Sections 1.8, 1.9, 1.10 and 1.11 of the Environmental Indemnity Agreement are hereby modified to be described as Sections 1.9, 1.10, 1.11 and 1.12 of the Environmental Indemnity Agreement, respectively. All references to such Sections in the Environmental Indemnity Agreement are hereby modified accordingly. The following Section 1.8 is hereby created and inserted into the Environmental Indemnity Agreement following Section 1.7 of the Environmental Indemnity Agreement:

"The term "Loan Agreement" shall mean that certain Construction Loan and Security Agreement dated of even date herewith by and between Borrower and Bank."

2. Section 1.10 (formerly Section 1.9) of the Environmental Indemnity Agreement is hereby superceded and replaced with the following:

"The term "Property" shall mean all property that is or was at any time affected by the Instrument, which may later include any and all property previously released from the Instrument; provided however, the term "Property" shall not include the Salt Lake Property (as such term is defined in the Loan Agreement)."

F. **Lien Extension and Renewal.** The lien created by the Deed of Trust and all other liens, security interests, assignments and other interests securing the Note, whether or not described herein, are hereby ratified, confirmed and renewed and extended by Borrower to secure payment of the Note and all other sums and obligations described in the Loan Documents.

G. **Document Ratification.** All of the terms of the Loan Documents are affirmed, ratified and acknowledged to be valid and binding upon Borrower. Except as specifically modified in this Agreement, all of the terms of the Loan Documents continue in effect and are binding upon the parties. Borrower acknowledges that there are no existing claims, defenses, personal or otherwise, or rights of setoff with respect to the Note or the other Loan Documents

and that no event has occurred and no condition exists which would constitute a default under the Loan Documents or this Agreement, either with or without notice or lapse of time, or both.

H. **Lien and Priority.** Borrower warrants and represents to Holder that the lien of the Deed of Trust is and shall remain a first lien against the Property. This Agreement is not a release or relinquishment of the lien or liens securing the Note.

I. **Expenses.** Borrower shall pay all expenses associated with this Agreement, including without limitation, recording and closing costs, title premiums, appraisal fees, and Holder's reasonable attorney's fees.

J. **Nonwaiver.** The execution of this Agreement by the parties shall not constitute a waiver of any rights of remedies to which Holder is entitled pursuant to the Loan Documents, nor shall the same constitute a waiver of any default under the Loan Documents which may have occurred and be continuing.

K. **Binding Nature.** The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives; successors and assigns, as applicable.

L. **Release.** In consideration of Holder's agreement to modify the Note, as evidenced by this Agreement, to the extent permitted by applicable law, Borrower releases Holder from any and all liabilities, claims, causes of action and damages that arose or may in the future arise relating to the loan evidenced by the Loan Documents.

M. **Final Agreement.** This Agreement contains the entire agreement of the parties and may not be modified by any prior or contemporaneous writing or writings and supersedes all other writings relating to the terms hereof.

NO ORAL AGREEMENTS. THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

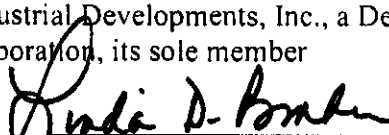
Executed and delivered by the parties on the dates of their respective acknowledgments, and effective as of the Effective Date.

BORROWER:

**CROSSROADS DISTRIBUTION CENTER
BUILDING C, LLC**, a Delaware limited liability
company

By: Industrial Developments, Inc., a Delaware
corporation, its sole member

By:



Linda D. Booker

HOLDER:

JPMORGAN CHASE BANK, N.A.

By:

Laurie E. Funk, Credit Banker

[Signature Page to Modification Agreement]

STATE OF Georgia
COUNTY OF Wilton

Personally appeared before me, the undersigned authority in and for the said county and state, on this 9th day of December, 2011, within my jurisdiction, the within named Linda D. Booker, who acknowledged to me that she is Treasurer of Industrial Developments International, Inc., a Delaware corporation and the sole member of Crossroads Distribution Center Building C, LLC, a Delaware limited liability company, and that for and on behalf of said limited liability company, and as its act and deed, she executed the above and foregoing instrument, after first having been duly authorized by said limited liability company to do so.



Katherine C. Lingle
Notary Public in and for the State of _____

Print Name _____
My Commission Expires: _____

[Signature Page to Modification Agreement]

Executed and delivered by the parties on the dates of their respective acknowledgments, and effective as of the Effective Date.

BORROWER:

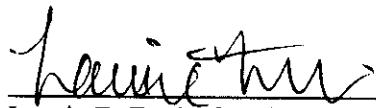
**CROSSROADS DISTRIBUTION CENTER
BUILDING C, LLC**, a Delaware limited liability
company

By: Industrial Developments, Inc., a Delaware
corporation, its sole member

By: _____
Linda D. Booker

HOLDER:

JPMORGAN CHASE BANK, N.A.

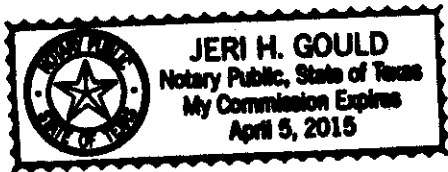
By:  _____
Laurie E. Funk, Credit Banker

[Signature Page to Modification Agreement]

STATE OF TEXAS
COUNTY OF HARRIS

Personally appeared before me, the undersigned authority in and for the said county and state, on this 13th day of December, 2011, within my jurisdiction, the within named Laurie E. Funk, who acknowledged to me that she is Credit Banker of JPMorgan Chase Bank, N.A., a national banking association, and that for and on behalf of said national banking association, and as its act and deed, she executed the above and foregoing instrument, after first having been duly authorized by said national banking association to do so.

WITNESS my hand and official seal.



Jeri H. Gould
Notary Public (signature)
JERI H. GOULD
(Print Name)
My Commission Expires: 04.05.15

[Signature Page to Modification Agreement]

EXHIBIT A**LEGAL DESCRIPTION****Crossroads Distribution Center Building C**

Property description of part of the Industrial Developments International, Inc. property as described in Book 504 Page 356 in the Northwest Quarter of Section 19, Township 1 South, Range 5 West in Olive Branch, Desoto County, Mississippi:

Commencing at an iron pin found at the recognized and accepted Northwest corner of Section 19, Township 1 South, Range 5 West in Olive Branch, Desoto County, Mississippi; thence South 00 Degrees 49 Minutes 44 Seconds East with the east line of Polk Lane a distance of 936.48 feet to a point; thence South 00 Degrees 47 Minutes 16 Seconds East with the east line of Polk Lane a distance of 79.93 feet an iron pin found at the true point of beginning; thence North 89 Degrees 12 Minutes 44 Seconds East a distance of 580.00 feet to an iron pin found in the west line of Lot 4, Phase 1, Crossroad Distribution Center as recorded in Plat Book 104 Page 33; thence South 00 Degrees 47 Minutes 16 Seconds East with the west line of said Lot 4 a distance of 928.44 feet to a cross found in the north line of Kirk Road (34 foot right-of-way per Book 524 Page 231); thence South 89 Degrees 37 Minutes 31 Seconds West with the north line of Kirk Road a distance of 545.27 feet to a cross found at a point of curvature; thence northwestwardly along a curve to the right having a radius of 35.00 feet a distance of 54.73 feet (chord = North 45 Degrees 34 Minutes 52 Seconds West 49.32 feet, Delta = 89 Degrees 35 Minutes 13 Seconds) to an iron pin found in the east line of Polk Lane; thence North 00 Degrees 47 Minutes 16 Seconds West with the east line of Polk Lane a distance of 889.51 feet to the point of beginning and containing 537,028 square feet or 12.33 acres.